WHEN RECORDED MAIL TO:

Business Development Division of Business and Economic Development 324 South State Street, 5th Floor Salt Lake City, Utah 84114

Attention: Mr. Richard Bradford

State No.

SL Escrow No.

301642CP

County No.

03D-73374

71W-9-471-1W

LAND USE EASEMENT (75 LdN)

E 1263476 B 2025 P 1194 CAROL DEAN PAGE, DAVIS CNTY RECORDER 1996 JUL 23 3:07 PM FEE .00 DEF MEC REC'D FOR FIRST AMERICAN TITLE CO OF UTA

HILLVIEW LTD., a Utah Limited Partnership, as to an undivided 1/2 interest and DAVID , Grantors, City of Layton, County N. JOHNSON, of Davis. State of Utah hereby grant and convey to the STATE OF UTAH, Grantee, its successors and assigns for the sum of Ten and no/100 Dollars, a perpetual Land Use Easement for the purpose of protecting the health and safety of the citizens of Utah and assuring the continued operation of Hill Air Force Base as an active military base, as recited by the, Section 63-49a-1 et seq. Utah Code Annotated, 1953, as amended. Said easement regulates the use of the land hereinafter described and makes it subject to the following restrictions.

- The grantor shall not use or permit any use of the land hereinafter described or any of the air space above said tract of the for any purpose other than following:
 - Α. ONLY RESIDENTIAL TRANSIENT LODGING WITH NOISE LEVEL REDUCTION (but not in areas above 80 LdN) (see paragraph 2 below).
 - ALL INDUSTRIAL MANUFACTURING В.
 - C. TRANSPORTATION - COMMUNICATION & UTILITIES except for noise sensitive communication services
 - D. ALL COMMERCIAL - RETAIL TRADE ESTABLISHMENTS
 - E. ALL PUBLIC AND QUASI PUBLIC SERVICES except for hospitals, nursing homes, other medical facilities and educational services
 - F. OUTDOOR RECREATION ACTIVITIES, including Golf Courses, Riding Stables and Water Recreation
 - ALL RESOURCES PRODUCTION, EXTRACTION AND OPEN SPACE G.
- No residential dwellings shall be allowed under any of the above mentioned uses other than transient lodging with noise level reduction of 30 db.

- 3. Measures to achieve Noise Level Reductions (NLR) of 30 db must be incorporated into the design and construction of occupied portions of all facilities constructed in the 75-80 areas.
- 4. Improvements located on the property subject to this easement at the time said easement is executed shall not be required to be removed. Single family dwellings in existence at the time this document is executed shall not be converted into multiple family dwellings.
- 5. The uses allowed under this easement shall not affect restrictions places on the property by zoning ordinances and uses which may be permitted in this easement may be prohibited by zoning ordinances. The restrictions of this shall not apply to use existing at the time the easement is executed.
- 6. The Grantor, his successors or assigns, shall not construct or place, or cause to be constructed or placed, any improvement upon the property subject to this easement which will exceed a height of 317 feet.
- 7. Any use made of the property subject to this easement by the Grantor, his successors, or assigns, shall be such that no smoke, dust, steam or other substances is related into the airspace which would interfere with pilot vision.
- 8. The Grantor shall not put said property to a use which shall produce light emissions, either direct or indirect (reflections), which would interfere with pilot vision or a use which would produce electrical or other emissions which would interfere with aircraft communication systems or navigational equipment.

The boundaries of the tract of land for said perpetual easement any right of way are described as follows:

Beginning at a point North 717.09 feet along the section line from the Southwest Corner of the Northwest Quarter of Section 9, Township 4 North, Range 1 West, Salt Lake Base and Meridian; thence North 602.91 feet; thence South 89°30'00" East 1283.93 feet along the North line of the South one-half of the Northwest Quarter of said Section 9; thence South 591.71 feet; thence West 1283.88 feet to the point of beginning.

The above described tract of land contains 17.61 acres, more or less.

Pr. 09-045-0006

WIINESS, the hand of said Grantor, this	day of July, A.D. 1996.
Signed in the presence of:	Hillview Ltd., a Utah Limited Partnership
	E 1263476 B 2025 P 1196
	By: Topaz Enterprises, Inc.
	Its: General Partner
	By: Avent Con
	Its: / Presi Luv
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	1 Van
	David N. Johnson
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STATE OF UTAH } SS	O
COUNTY OF SALT LAKE }	•
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On the <u>19</u> day of July, A.D. 1996,	personally appeared before me Merrill K. Bunkar sworn, did say that he is the <u>president</u>
of Topaz Enterprises, Inc., a corporation	a, General Partner of Hillview Ltd., a Utah Limited Partnership.
and that said corporation by authority of a resolution	on of its Board of Directors, and the said
Merrill K. Bunker acknowledged to	me that said corporation executed the same.
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NOTARY PUBLIC	Cathy a. Grandwill
CATHY PRESTWICH	Notary Public
May Constitishing Brown Register Title Company 330 East 400 South	
Salt Lake City. Utah 84111 My Commission Expires 2/14/97	
STATE OF UTAH	
STATE OF UTAH }	
jss.	
COUNTY OF SALT LAKE }	
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On the 19 ^T , day of July, 1996, before me, the	undersigned, a Notary Public in and for said State, personally
appeared David N. Johnson personally known to n	ne (or proved to me on the basis of satisfactory evidence) to be
the person whose name is subscribed to the within i	instrument and acknowledged to me that he executed the same.
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NOTARY PUBLIC	(the Sterie
CATHY PRESTWICH	Notary Public
First American Title Company 330 East 400 South	\mathcal{O}
Balt Lake City, Utah 84111 Managaran Baginan Expires 2/14/87	
Residing In. STATE OF UTAH	